WE , the said C.M.CARNEAL AND WIFE, DUKE BARBEE CARNEAL, , do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ 3,500.00 until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear.

WE further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case WE fail to do either, then the said Trustee or the lawful owner and holder of said notes, or any of them, may do any or all of these things and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if WE , the said C.M.CARNEAL AND WIFE, DUKE BARBEE CARNEAL, , shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if WE fail to pay any one of said notes or part thereof promptly at maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, WE fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once without notice, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the south door of the Courthouse in said County to the highest bidder, for cash, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee or his successor in trust is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance.

WE agree that the Trustee may, at any time after default in payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. WE further agree that in the event the Trustee fails before selling said property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien, as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to C.M.CARNEAL AND WIFE, DUKE BARBEE CARNEAL - representatives or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or if more than one, then the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to H.C.PEARSON, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account of settlement in relation to his trusteeship.

In Witness Whereof, We, the said RUTH HARROD, WIDOW,

and C.M.CARNEAL & WIFE, DUKE BARBEE CARNEAL , hereunto set our hands

at NASHVILLE , Tennessee, this the 3 day of APRIL, , 1943 .

MRS.RUTH HARROD
C.M.CARNEAL
DUKE BARBEE CARNEAL

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MRS.MARGARET DOYLE , a Notary Public in and for said County and State, the within named RUTH HARROD, WIDOW AND C.M.CARNEAL AND WIFE, DUKE BARBEE CARNEAL,

the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And , of the said

having appeared before me privately and apart from husband , the said , acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 3 day of APRIL, 1943 .

My commission expires APRIL 10, 1945.

(Seal) MRS.MARGARET DOYLE,
Notary Public.

U.S.R.S. $4.40.
RECD APRIL 5, 1943 AT 9:25 A.M.

NUMBER 93957 RECORDED APRIL 5, 1943

H. C. TOLER, ET UX --TO-- MOUNT PARAN PRIMATIVE BAPTIST CHURCH (COL) TRUSTEES

63516 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1264

FOR AND IN CONSIDERATION of the sum of $1.00 ONE AND 00/100 DOLLARS OF WHICH ONE --- DOLLARS ~~of which~~ DOLLARS has been paid in cash by HEREINAFTER SET OUT MOUNT PARAN PRIMATIVE BAPTIST CHURCH (OL) AS /C, the receipt of which is hereby acknowledged, and for the remainder OF 37 NOTES AS MADE AND SET OUT IN DEED OF RECORD IN BOOK NO/ 1212, PAGE 158, OF THE DOLLARS the said REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE MOUNT PARAN PRIMATIVE PABTIST CHURCH HAVE EXECUTED THEIR 18 NOTES DATED APRIL 1ST, 1943, EACH NOTE IN THE SUM OF EIGHT ($8.00 DOLLARS, THE FIRST OF SAID NOTES DUE AND PAYABLE ON MAYX 1ST, 1943, AND OTHERS ON OR BEFORE THE FIRST DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL ARE PAID, ALL OF SAID NOTES DUE AND PAYABLE TO H. C. TOLER AND WIFE, RUBY TOLER.

THE MOUNT PARAN BAPTIST CHURCH (COL) BEING THE GRANTEE'S HEREIN AFTER STATED, AND BEING J. S ELDER, AND HIS WIFE, EMMA ELDER, JOHN H. MALONE, CLARENCE MATHIS AND JOHN MILES, AND THE WITHIN NAMED CONSTITUTE THE TRUSTEE OF SAID CHURCH

~~I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 6 day of May 1943~~

~~Attest: J. P. Wilson~~ ~~H. C. Toler~~

MATURITY

all of said notes bearing six per cent interest from ~~date~~, and providing for payment of attorney's fees; and to secure the payment ~~of~~ said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed WE, H. C. TOLER AND WIFE, RUBY TOLER

have this day bargained and sold, and do hereby transfer and convey, unto the said J. S. ELDER AND WIFE, EMMA ELDER, JOHN H.MALONE, CLARENCE MATTHIS, AND JOHN MILES, TRUSTEE'S AS AFORESAID AND TO THEIR SUCCESSORS IN TRUST

~~heirs~~ and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE SOUTHERLY 60 FEET AND THREE (3) INCHES OF LOT NO. 280 ON THE PLAN OF MCGAVOCK, WETMORE AND OTHERS SECOND ADDITION "CALLED THE ADDITION TO THE TOWN OF MCGAVOCK, AS OF RECORD IN BOOK NO. 21, PAGE 41, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE. SAID 60 FEET AND THREE (3) INCHES FRONTS ON THE WESTERLY SIDE OF 14TH AVENUE NORTH, AND RUNS BACK BETWEEN PARALLEL LINES 103 FEET TO A DEAD LINE, BEING THE SAME PROPERTY CONVEYED AND DESCRIBED IN DEED OF RECORD IN BOOK NO. 1212, PAGE 158, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THE BUYERS HEREOF HEREBY ASSUME THE PAYMENT OF TAXES FOR 1942.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MOUNT PARAN PRIMITIVE BAPTIST CHURCH THEIR ~~heirs and~~ assigns, forever, WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. EXCEPT AS HEREIN SHOWN AND ASSUMED

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said MOUNT PARAN PRIMATIVE BAPTIST CHURCH, THEIR SUCCESSORS ~~heirs and~~ assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE , the said J. S. ELDER AD WIFE EMMA ELDER, JOHN H. MALONE, CLARENCE MATTHIS, AND JOHN MILES, TRUSTEE'S AS AFORESAID do hereby transfer and convey unto CALVIN TOLER , Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.